



# Construction Contracts Guide



THE CITY OF SAN DIEGO



### **The Goal of this Guide**

...to provide an understanding of how the City manages its Capital Improvement Program to encourage bidding and to develop successful business relationships.

#### **Disclaimer:**

The information contained in this document is paraphrased from many legal documents that are lengthy. Therefore, for complete accuracy, one is referred to those documents in their entirety. This discussion is an overview of the City of San Diego's (City) policies and procedures. You should procure a copy of the "Green Book", Standard Specifications for Public Works Construction, if you are going to work on City and other public agency contracts.



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## INTRODUCTION

Departments within the City that implement the majority of the Capital Improvement Program are:

- Engineering & Capital Projects
- Metropolitan Wastewater
- Transportation
- Water

Types of Capital Projects available to our construction community to bid are:

- Buildings: Police and Fire Stations, Libraries, Recreation Centers;
- Parks: Tot lots, trails, nature areas, ball fields, joint use fields;
- Sewer and Water infrastructure: Conveyance pipeline projects, treatment plants, reservoirs;
- Bridges: Repairs, replacements, new;
- Roadways: Bike lanes, re-alignments, street signals and lights, enhancement projects, traffic planning, traffic control;
- Street and Sidewalk Maintenance: Slurries, overlays, tree root replacement;
- Storm Drain installations, repairs, replacements.



### **A little about how City Projects come about....**

Projects are determined by needs lists, traffic data, studies of future needs based upon anticipated growth in areas, repair and maintenance reviews, safety concerns, community involvement, etc.

#### Funding

First, State and Federal funds are sought to implement projects. Examples of such funding sources are Transnet (State) and HBRRP (Federal Local Highway Bridge Replacement and Rehabilitation Program). These projects require prevailing wages and have mandatory minority and women owned business participation.

Second, if that funding does not become available, local funds are programmed. Examples of local funding sources are Transient Occupancy Tax (TOT), developer impact fees, Gas tax, water and sewer fees, etc.

Funding is coordinated between the City Manager's Office and the City Council to implement projects. This information is printed in the City's budget document, annually.

### **Do I need to be pre-qualified to bid on City projects?**

Beginning February 1, 2003, if the project is greater than \$250,000 then you are required to be pre-qualified to bid as the prime contractor on a City of San Diego Capital Improvement Project. Once pre-qualified, contractors will retain that status for one year following notification of qualification. To obtain information on the pre-qualification program call (619) 533-3474, or go to our website at <http://sandiego.gov/engineering-cip/>

### **What bidding opportunities are there?**

Option 1 Bid/Build (low Bid): More than 99% of City Capital Improvement Projects are advertised for award to the "lowest responsible bidder." The Minor Construction Participants List is inclusive of this process.

Option 2 Design/Build: Specialty projects, for example, Stadiums, Animal Shelters, Convention Centers, are generally done in this fashion. In this case, the City hires a consultant/contractor team to design and construct a project.

### Bid Process (for Option 1 Bid/Build)

- Projects are advertised in the San Diego Daily Transcript, the City's Newspaper of Record;
- Projects are advertised daily with each project advertised for one day.
- See also the City's website: <http://www.sandiego.gov/bids-contracts/>  
Website ads run the life of the bidding period
- Read Advertisement carefully to find out where to obtain Plans and Specs

### Pre-Bid Meetings

- Only provided for select projects
- Information related to the scope of the project is discussed
- Opportunity for contractors to ask project manager questions about project

Sent by: E-CP CONTRACT SERVICES 619 533 4474; 08/24/01 10:02AM; Jelfax #389; Page 2/3

#### NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the City of San Diego will receive bids for work listed below. Plans and specifications can be obtained from the Engineering and Capital Projects Department, Administration Division, Executive Complex, 1010 Second Avenue, Suite 500, San Diego, California, where bids are to be submitted prior to time specified.

A pre-bid meeting and/or pre-bid visit to the work site will be held, if indicated, at the time and place specified in the contract documents. Prospective bidders are encouraged to attend these sessions.

#### **An Example of An Advertisement**

It is the policy of the City of San Diego to encourage equal opportunity in its construction, consultant, material and supply contracts. Bids/proposals from small businesses, minority-owned, disabled, veteran-owned businesses, women-owned businesses and local firms are strongly encouraged. Contractors are encouraged to subcontract and/or participate in joint ventures with these firms. The City is committed to equal opportunity and will not discriminate with regard to race, religion, color, ancestry, age, gender, disability, medical condition or place of birth and will not do business with any firm that discriminates on any basis.

Sign language or oral interpreting services are available at pre-bid meetings and bid openings with a 5 business day notice to Contract Services at 533-4464.

1. CONSTRUCTION OF TRAFFIC SIGNAL AND STREET LIGHTING SYSTEMS AT CAMINO RUIZ/JADE COAST DRIVE (LOCATION #1) AND AT MIRAMAR ROAD/EMPIRE STREET (LOCATION #2)  
Bid No. K02014. Work Order No. 622030. Opening Date: 09/21/01 2:30 p.m. **Prebid:** 09/07/01 10:00 a.m. @ 1010 Second Avenue, Suite 500, San Diego 92101. Construction Estimate: \$200,000.00. Specification Fee: \$25. License Requirement: A, C-10. **State and/or Federal Wage Rates Apply to this Project.**
2. CONSTRUCTION OF TRAFFIC SIGNAL AND STREET LIGHTING SYSTEMS AT GOVERNOR DRIVE AND STADIUM STREET AND AT GENESEE AVENUE AND RICHLAND STREET  
Bid No. K02015. Work Order No. 622010. Opening Date: September 19, 2001 2:30 p.m. **Prebid:** 09/07/01 10:00 a.m. @ 1010 Second Avenue, Suite 500, San Diego 92101. Construction Estimate: \$133,200.00. Specification Fee: \$25. License Requirement: A, C-10. **State and/or Federal Wage Rates Apply to this Project.**
3. CONSTRUCTION OF TRAFFIC SIGNAL AND STREET LIGHTING SYSTEMS AT DUKE STREET/MIDWAY DRIVE AND BOND STREET/GARNET AVENUE  
Bid No. K02016. Work Order No. 622040. Opening Date: September 20, 2001 2:30 p.m. **Prebid:** 09/07/01 10:00 a.m. @ 1010 Second Avenue, Suite 500, San Diego 92101. Construction Estimate: \$120,040.00. Specification Fee: \$25. License Requirement: A, C-10. **State and/or Federal Wage Rates Apply to this Project.**



### Expectations of Bidders

#### **Prior to submitting a bid, ensure you have.....**

- The correct contractor license;
- Obtained the applicable bonds for the project (Refer to Bid documents for applicable bonds);
- Obtained the proper insurances (Refer to Bid documents for insurance requirements);
- Followed applicable wage rate criteria (Refer to Bid documents for wage rate criteria);
- Complied with all provisions of the Equal Opportunity Contracting Program (Refer to the EOCP section of the project specifications for specific requirements).
- **Verify the scope of the work thoroughly:**
  - Read the soils report for project implementation;
  - Read terms/conditions of permits associated with the project;
  - Read the monitoring and mitigation components;
  - Others—READ YOUR BID DOCUMENTS!
- Fully understand the intent behind the project;
- Visit the site for logistics, reasonable interpretations of the documents, equipment and material staging;
- Bid the project as it is specified, do not make an assumption that changes will be granted afterwards.

#### ***Questions Prior to Bid Opening***

- Contact information can be found in the project bid documents;
- For questions about process/procedures, call the Contract Administrator;
- For questions regarding scope of work, call the Project Manager.



### Bid Day—Open to the Public

Bid Day: All bids are read aloud on the date, place, and time noted in the bid documents, in a meeting that is open to the public. Bids must include all information requested.

**Please note:**

- Turn Bids in on time-no exceptions;
- Have the correct contractor license;
- Include all the addenda as scoped;
- A City business license must be obtained;
- The bidding forms provided must be used;
- Signatures must be long hand;
- “B” sheets must be submitted with package;
- Prices must be in ink or typewritten;
- No erasures will be permitted;
- Mistakes must be crossed out and initialed in ink by the designated signatory;
- Bids must be sealed;
- Bids with exceptions or recapitulations of the work will be rejected.
- See “I” page for other submittal requirements



**SAMPLE**

PROPOSAL			
Item	Quantity	Article	Extension
I/WE AGREE TO CONSTRUCTION OF THE <b>MODULAR TRAILERS, DECKS, STAIRS, FOUNDATIONS, BREEZEWAY, AND ALL OTHER APPURTENANCES SPECIFIED HEREIN, FOR THE CITY OF SAN DIEGO, IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS FOR THE PRICES LISTED BELOW:</b>			
1.	Lump Sum	Relocate Three (4) Storage Containers To Be Moved from Location of New Modular Unit to Very East End of Parking Lot at	\$ _____
2.	Lump Sum	Site Preparation for Modular and Breeze Way Installation: Sawcut Asphalt, Demolish and Remove Existing Pavement, Sawcut, Demolish And Remove Curb and Gutters And Sidewalk, Clear and Grub Landscaping, Miscellaneous Site Preparation as Necessary at	\$ _____
3.	Lump Sum	Modular Unit Foundations, Including Tie-downs, Seismic Requirements, Etc. at	\$ _____
4.	Lump Sum	Fabrication, Delivery and Installation Of Modular Units at	\$ _____
5.	Lump Sum	Breeze Way Foundations and Construction at	\$ _____
6.	Lump Sum	New Ramp and Stair Combination at The New Modular Units at	\$ _____
7.	Lump Sum	Modifications and Adjustments to The Existing Irrigation System for Modular Units at	\$ _____
8.	Lump Sum	Install Drainage And A	\$ _____
9.	Lump Sum	Buildin	\$ _____
10.	Lump Sum	Field C	\$ _____
11.	Lump Sum	Bond (	\$ _____
<b>BASE</b>			
THE COMPLETE SET OF "BIDDING Sheet 2 of 2			

**SAMPLE**

PROPOSAL			
Item	Quantity	Article	Extension
<b>Bid Alternative #1</b>			
1.	Lump Sum	Replace three existing stair and ramp decks and treads with pressure treated exterior grade 5/8 inch plywood with a dex-o-tex finish, square footage is approximately 250 square feet at	\$ _____
<b>Bid Alternative #2</b>			
1.	Lump Sum	Replace 1200 square feet of linoleum, industrial grade, white/gray tone at	\$ _____
<b>Bid Alternative #3</b>			
1.	Lump Sum	Continue the security system at the windows and doors to match existing	\$ <u>3,000</u>
<p><b>NOTE #1:</b> In case of an inconsistency or conflict between the item prices and totals submitted by the bidder, the item prices shall govern.</p> <p><b>NOTE #2:</b> In case of an inconsistency of conflict between the unit prices and extensions submitted by the bidder, the unit prices shall govern.</p> <p><b>NOTE #3:</b> The City reserves the right to accept the Base Bid alone or the Base Bid and any combination of the Deductive or Additive Alternate. Additive and/or Deductive Alternates are listed by priority.</p> <p>The following addenda have been received and are acknowledged in this bid: _____.</p> <p><b>THE COMPLETE SET OF "BIDDING DOCUMENTS" (ALL "B" PAGES) MUST BE SUBMITTED AS THE BID PROPOSAL.</b></p> <p style="text-align: center;">B-4(2)</p>			

An Example of Bid Documents ("B" Pages)

BID NO. K01062

ADDENDUM "B "

SPECIFICATION NO. 8263

FOR CONSTRUCTION OF THE MODULAR TRAILERS, DECKS, STAIRS, FOUNDATIONS,  
BREEZEWAY

W.O. NO. 117775

For which proposals will be received at the Engineering and Capital Projects Department, Contract  
Services Division, 1010 Second Avenue, Suite 500, San Diego, CA 92101 until 2:30 o'clock p.m.,  
on the 9<sup>th</sup> day of May, 2000.

The following changes to the Specifications and/or Plans are hereby made effective as though  
originally issued with the Bid Package:

SPECIFICATIONS:

1. To Section 13000 MODULAR BUILDING, item 1.03 Special Conditions, B 1, ADD the  
following:

Roof mounted units shall be connected to a gas supply system in the  
existing trailer. Assume the point of connection is to be made in the  
ceiling in the existing trailer, with a run of approximately 100 feet from the  
breezeway/trailer attachment point.

2. To ATTACHMENT "A", page A2.1, Note 3, REVISE to read as follows:

3. ACCESS RAMP/STAIR BY MODULAR MANUFACTURER.  
(The intent is for the ramp/stair combination to be provided  
and bid for (Bid Item 6) as stipulated on page A1.1, Note 7.)

DATE

Sheet 1 of 3

3. To page A1.1, Note 2, REVISE to read as follows:

2. (a) Existing storm drain is a "pass through". Contractor shall bid  
this item to modify the "pass through" to a standard drawing  
inlet;  
(b) The Contractor shall complete the work as defined in  
Note 22;  
(c) Contractor shall provide the system requested in Notes  
4 and 5.

4. To page A1.1, Note 23, REVISE to read as follows:

3. Contractor shall disconnect the light fixture, remove the base, and  
turn it over to the City to reuse as a spare. Do not bid this item to  
reconnect. The meter box is actually a pull box. Contractor shall  
remove the box and wires.

5. To page A1.1, Note 19, REVISE to read as follows:

19. Four (4) storage bins to be moved from location of new modular  
unit to very east end of parking lot.

6. To page T1, GENERAL NOTES, ADD the following:

36. The entrance to the site is gated. The clear space between the  
masonry pillars/columns is twelve (12) feet, nine (9) inches. Bidders  
should evaluate how delivery of the modular unit and any other  
materials and equipment can be achieved with the entrance  
conditions as they are.

7. To the Bid Proposal, page B-4(1), DELETE in its entirety and SUBSTITUTE sheet 3 of 3 of  
this Addendum "B".

Sheet 2 of 3

Addendum "B"

An Example of Addendums



How is the Low Bidder Determined?

- Option 1: Base bid alone.
- Option 2: Base bid plus the sum of any combination of additive or deductive alternates where the order has been predetermined and stated by the City prior to bid opening.

What if I Make a Mistake in My Bid?

- Bidders may be released based only upon proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the bid.
- Errors in judgment are not adequate grounds for release.



What is the procedure for submitting product substitutions?

- Many contracts require a list of proposed substitutions for review. The protocols and timelines for substitutions will vary dependent on the project. **READ YOUR DOCUMENTS CAREFULLY!**
  - All contracts require substitutions to be flagged for the owner.
- The contract documents require technical data that allows the City to review the material for compatibility with its intended purpose, and to be assured of product equality;
- Unless the contract specifically states “sole source, no substitution allowed,” the City will honor substitutions:
  - Typically City policy is to mention at least two brand names for contractor use;
  - However, if only one is known, then only one name will be listed;
  - But, regardless of the number of named brands, “or equals” are accepted. If the documents specify “sole source”, then no substitutions are allowed.



Can I make a substitution on my subcontractor list?

- It depends on the reason. The City follows Municipal Code §22.3014.
- If it is a mutual agreement by both parties, the subcontractor may write a letter to the City stating they wish to be substituted:
  - It is likely the City will allow a substitution provided the subcontractor outreach is not affected.
- If it is not agreed upon by both parties, then the subcontractor may protest the substitution to the City and the work cannot commence in that area until the issue is resolved.
- In all cases, the prime contractor must submit a request to substitute in writing to the City. The City at its discretion, will make the final determination.

### Bonding Requirements

- Obtain and secure a City Business Tax Certificate at the City Operations Building;
- For bids of \$25,000 and more, a Bidders' Guarantee of Good Faith Bond is required, at 10% of the contract price, as a guarantee that the bidder will execute the contract. *This does not apply to Minor Construction contracts. Please contact your Minor Construction administrator.*
- Payment Bond (Materials and Labor), 50% of the contract, to satisfy claims of material suppliers and of mechanics and laborers employed on the work (\$50,000 and up);
- Faithful Performance Bond, 100% of the contract, to ensure a satisfactory product, on time, and the project is free from original or developed defects (over \$100,000);
- Bonds must be provided by a Surety company licensed or admitted to do business in the State of California and all such sureties must have an "A" or better rating in the Best's Key Rating Guide.

### Insurance

- Typically the City requires, per Green Book, Section 7 -3.2.1, and the following:
- Comprehensive General Liability -\$1 Million
- Comprehensive Automobile Liability - \$1 Million
- Worker's Compensation Liability - \$ 1 Million

Insurance requirements remain in full force during the life of the contract.

Insurance carriers must be a licensed or admitted carrier in the State of California and have an "A" or better rating in the Best's Key Rating Guide.



Will I be awarded the contract?

Yes, provided the following conditions are met:

- Your bid is on time;
- You are the established low bidder;
- Your insurance, worker's compensation, business license, bonds, etc. meet the contract terms;
- Where applicable, you have met the stated provisions of the Equal Opportunity Contracting Program;
- You returned the signed contract;
- You are able to hold the price for required (contracts vary) calendar days as specified in the contract.

Once I am awarded the contract, when do I start?

- City staff will contact the contractor for a pre-construction meeting;
- At the pre-construction meeting, a Notice to Proceed date will be determined.
- If this is a Minor Construction contract, you will be contacted by the Minor Construction Administrator and be informed of your next steps.

What is Expected during the Contract?

**The City will assign an engineer to inspect and construction manage the project.**

- The City will enforce:
  - The contract documents;
  - Permits in the documents;
  - The Green Book;
  - The Uniform Building Code;
  - The City's Storm Water Pollution Prevention Permit;
  - All applicable local ordinances & municipal documents.
- The City will assign an Engineer or a Construction Management firm to inspect and construction manage the project. That person will be the designated "single point of contact" for all contractual concerns.
- Other persons authorized to enter a project site as City representatives are:
  - Equal Opportunity Contract Compliance Officers for audits and interviews;
  - SD Regional Water Quality Control Board Staff for Storm Water Compliance Inspections;
  - City Storm Water Compliance Officers for Storm Water Compliance Inspections;
  - Safety agencies and staff from OSHA or the City;
  - Others as designated by the Project Manager.





**You Must Meet These Requirements:**

EQUAL OPPORTUNITY CONTRACTING PROGRAM(EOCP)

- EOCP requires the submission of regular reports including:
- Workforce Report, page EOCP-AA(1-3);
- Monthly Employment Report, page EOCP-BB;
- Monthly Invoicing Report, page EOCP-CC;
- Certified Wage reports, Federal/State for prevailing wage projects.

NOTE: Minor Construction Projects under \$50,000 are generally exempt from these requirements. Read your documents carefully; each contract will state specifics.

AMERICANS WITH DISABILITIES ACT

- Contractor shall make all lawful efforts necessary to direct citizens that are physically challenged who utilize the sidewalks, etc., in the right of way to safe access around the construction activities.

WAGE RATES

- Wage rates are determined based upon the funding source. Contract Specifications will state if and what type of wage rates are required.



### Commencement of Work

**Contract Documents may state:**

- The Notice to Proceed (NTP) date;
  - Number of days allowed for projects completion;
  - Deadlines for commencement of site activities.
- READ YOUR CONTRACT DOCUMENTS CAREFULLY!

**Construction Schedule:**

- While a construction schedule is required for all projects, the deadline for submission may vary.
  - If the project is phase funded, a cost loaded construction schedule will be required.
- READ YOUR CONTRACT DOCS CAREFULLY!



***Work will not commence without a schedule.***

Schedule Expectations

- A well prepared contractor plans ahead by submitting thorough schedules that reflect input from subcontractors for effective project coordination.
- Schedules shall show the project timeline from the Notice to Proceed to the end of the contract time. Typically, the contract will state that float time belongs to the project.
- The submittals and procurement are scheduled to reflect the proper order and procurement of materials and equipment.
- Schedules should reflect a critical path and all activities necessary to do the work broken down in to activities to fully “manage” a project.
- Schedules shall reflect start-up, testing, walkthroughs, and final acceptance.
- Schedules shall be updated monthly.

### **Working Day Determination**

The City typically calculates contract time as follows:

- Per Green Book Section 6-7.2: Non-working days are:
  - Saturdays and Sundays;
  - Any day designated as a holiday by the Agency;
  - Any day designated as a holiday in a Master Labor Agreement;
  - Any day the Contractor is prevented from working due to “acts of God,” and/or events beyond the contractors control;
  - Any day that has rain and critical path activities cannot be performed.
  - Any City defined moratorium for project area.

***Note: Some contracts work in calendar days.***

### Order of Precedence

#### **GREEN BOOK Section 2-5.2: The order of precedence when conflicts in the contract documents occur is:**

1. Permits, such as, Army Corp, Coastal, California Fish & Game;
2. Project special provisions;
3. Project plans;
4. Agency Standard Drawings;
5. Regional Standard Drawings;
6. Agency Supplemental Amendments;
7. Regional Supplemental Amendments;
8. Green Book, Standard Specifications for Public Work Construction;
9. Reference Specifications.

Change orders taking precedence over items 2 through 9 above.

# Sample of a Working Day Report

Engineering Department

W.O. #

CC

Project Manager

M.S.

Project Title:

Gentlemen:

The following statement shows the number of working days charged to your contract  
for the week ending \_\_\_\_\_, 19 \_\_\_\_\_:

DATE	DAY	WORKING DAY	DELAY DAYS OTHER THAN C.C.O.	WORKING DAYS NO WORK DONE ON CONTROLLING OPERATION	REASON FOR DELAY DAY (Standard Spec. Sub Section 6-6.1)
	Mon.				
	Tues.				
	Wed.				
	Thurs.				
	Fri.				
Days this week					
Days previously reported					
Total Days to date					

COMPUTATION OF EXTENDED DATE FOR COMPLETION	NUMBER OF DAYS	DATE
1. Date Contract "Notice to Proceed"		
2. Working days specified in contract		
3. COMPUTED DATE FOR COMPLETION (if all working days specified are used)		
4. Total time extension days approved to date by change order(s)		
5. Total delay days other than C.C.O.		
6. Subtotal (Line 4 plus 5)		
7. EXTENDED DATE FOR COMPLETION (Line 3 plus Line 6)		
8. Revised working days for contract (Line 2 plus Line 4)		
9. Total working days to date		
10. WORKING DAYS REMAINING (Line 8 minus Line 9)		

Controlling Operation(s) \_\_\_\_\_

Percent Project Completed: \_\_\_\_\_ %

The Contractor will be allowed fifteen (15) days in which to protest in writing the correctness of the statement; otherwise  
the statement shall be deemed to have been accepted by the Contractor as correct.

### **Extra Work Situations- Per Green Book**

- Errors: A mistake in the contract documents.
- Omissions: Items not specified that are needed to complete the work.
- Unforeseen/changed condition, Green Book Section 3-4:
  - Subsurface or latent physical conditions materially differing from that represented in the contract;
  - Unknown physical conditions.
- If the City agrees that scope has changed from or was not a part of the contract documents, a **Change Order** will be issued.

#### How does the Change Order Process Work?

- If the project is a unit price and the extra scope is a change in quantities, the City will issue a change order adjusting the quantities.
- If the project is lump sum or the extra scope is not incorporated into a unit price system, the City will negotiate ahead of time a price that is mutually agreed upon.
- If the project is a unit price and the extra scope is a change in quantities in excess of 25%, the Contractor and/or the City may negotiate a new price for the individual unit of work.
- If an item of work or an accumulation of items of work, whether lump sum or unit price, results in a 25% or more increase *or* decrease in the contract price, the Contractor and/or the City may negotiate a new price for the project as a whole .

# An Example of Change Order Form

<b>CITY OF SAN DIEGO - ENGINEERING DEPARTMENT</b>		Work Order No. _____
		Sheet <u>1</u>
		Date _____
Contract Change Order No. _____ to contract for:		
Title _____		
Contractor _____		
 <u>Description:</u>		
<p>Payment to the contractor for items listed in this change order shall provide full compensation for all equipment, materials, labor, field and home office overhead, indirect and consequential costs, mark-ups, and profit necessary to complete the work. By executing this contract change order, the contractor agrees to proceed with this work as a change order per section 3-2.1 of the Standard Specifications for Public Works Construction (1997-99 Edition) and waives any rights to additional compensation arising out of work listed in this change order, including without limitation, any claims relating to any cumulative effect of change orders, delays, productivity, impact or interruption.</p>		
<b>CONTRACT INFORMATION</b>		
Res. No. _____	Amt. Auth. \$ _____	Fund _____ C.I.P. No. _____
P.O. No. _____	Aud. Cert. No. _____	Contract Doc. No. _____ Ref. Dwg. No. _____
Original Contract \$ _____ Prior Change Orders -0- Total Contract _____		
Working Days: Remaining _____ : Requested by this change order _____		
The cost of this change order is available from the contingency funds authorized for this contract.		
This change order will ( ) not change (X) increase ( ) decrease the amount of the contract by \$ _____		
based on: ( ) an agreed lump sum of \$ _____, (X) unit prices agreed upon totaling \$ _____,		
( ) cost plus as provided in Section 3-3 of the Standard Specification for an amount not to exceed \$ _____.		
Prepared by _____	Executed by <u>Not required</u>	
<b>ENGINEER</b> _____	<b>DATE</b> _____	
Agreed to by: _____	Appr. As to form _____	
<b>CONTRACTOR</b> _____	<b>CITY ATTORNEY</b> _____	
Recommended by _____		
<b>PROJECT MANAGER</b> _____		
<b>DATE</b> _____		
<b>SUPERVISING ENGINEER</b> _____		
<b>DATE</b> _____		
<b>NOT REQUIRED</b> _____		
<b>ARCHITECT/CONSULTANT</b> _____		
<b>DATE</b> _____		
<b>CONSTRUCTION ENGINEER</b> _____		
<b>DATE</b> _____		
<b>DEPUTY DIRECTOR</b> _____		
<b>HOSSEIN RUHI</b> _____		
<b>DATE</b> _____		
<b>NOT REQUIRED</b> _____		
<b>DIRECTOR</b> _____		
<b>DATE</b> _____		
Funds Cert. by _____		
<b>AUDITOR</b> _____		
<b>DATE</b> _____		
	Return to Eng. & Capital Projects Dept., MS 908A	
	COPY TO: (X) AUDITOR	
	( ) CONTRACTOR	
	( ) W.O. FILE,	
	A. SERAFICO, Auditors, 6A	

- If the price cannot be agreed upon, the Green Book clause titled, "Time and Material" (T&M) will be utilized.
- The work will be tracked by both parties and the actual costs accounted and paid for with the City's added markup.

## A Sample of A Daily Extra Work Report

[illegible]





#### Disputed Work Procedure

- If the work is not considered extra scope by the City, the Green Book section titled, "Disputed Work" will be utilized.
- The work will be directed to continue and the work will be tracked like T&M by both parties.
- The issue will be either negotiated during or at the end of the project, or through mediation/litigation.

#### Expected Mark-Ups

##### **Prime performs the work:**

- 15% for materials and equipment
- 20% for labor
- Costs of labor will be the actual cost for wages plus the associated labor cost
- Costs of materials and equipment will be for actual costs with back-up documents
- No payment will be made for small tools and equipment valued at less than \$200
- 1% to 2.5 % for bonds

##### **Subcontractor(s) perform the work:**

- 15% for materials and equipment
- 20% for labor
- Costs of labor will be the actual cost for wages plus the associated labor cost
- Costs of materials will be for actual costs with back-up tickets
- Prime adds to the price 10% for the first \$5,000 and 5% on the remainder of the work in excess of the \$5,000
- 1% to 2.5 % for bonds



#### As Built Drawings

- Contractor shall maintain accurate and complete red-lined plans for as-builts.
- The City shall review and approve on site as-builts on a monthly basis as a condition of payment of the progress billing.
- Prior to final billings being released, as-builts must be submitted

#### Underground Service Alert of Southern California

- Per Green Book Section 5-1: At least two (2) working days prior to commencing any excavation, the contractor shall contact DIG-ALERT.
- The contractor is responsible for locating all existing utilities and substructures as shown on the plans and/or marked out on the street to prevent damage to such facilities and to identify any conflicts with the proposed work.

#### Utility Mark-Outs

- Per Green Book Section 310-5.6.1(b): All construction related mark-outs, including utility mark-outs, shall be removed upon completion of the job.



### Project Site Maintenance

- Green Book Section 7-8: The contractor shall keep the work site clean and free from rubbish and debris.
- All construction debris and the like, shall be disposed of in an approved City or County sanitary fill. This includes unused spoils, etc.
- Staging areas and material stockpile areas are to have controls to prevent untidy, messy and unacceptable trailing of material into the street.
- Cones, construction equipment and traffic control material, etc. should be consolidated when not used to keep the community and surrounding areas reasonably tidy.
- All people at the work site shall observe all safety regulations such as traffic control vest, hard hat, safety shoes, safety glasses, etc.
- On site workers will not use offensive language or gestures.

### Storm Water Pollution Prevention Instructions

The City expects construction sites to be maintained and prepared to control the erosion and sedimentation from their activities. See sample of a Fact Sheet on next page.

SAMPLE

## STORM WATER POLLUTION PREVENTION FACT SHEET

The City of San Diego expects construction sites to be maintained and prepared to control the erosion, sedimentation, and hazardous materials from their activities. The following items shall be understood by the property owner (PO).

1. PO must have a certified contact person (CCP) in responsible charge for the project.
2. The CCP must have knowledge and training on best management practices (BMPs).
3. The CCP must be on site daily noting the five day weather outlook and evaluating the BMPs as the project progresses.
4. CCP must have, when applicable, a copy of the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI), on site for Resident Engineer (RE) evaluation and ensure their compliance.
5. CCP must ensure compliance with the City of San Diego Municipal Code and applicable ordinances with respect to erosion, sediment, and hazardous material control.

6. CCP must maintain condition of water control structures and anticipate future stages and potential impacts.
7. CCP must ensure compliance with the City of San Diego Municipal Code and applicable ordinances with respect to erosion, sediment, and hazardous material control.
8. The RE must conduct a site visit to verify compliance with the City of San Diego Municipal Code and applicable ordinances with respect to erosion, sediment, and hazardous material control.
9. The RE must ensure compliance with the City of San Diego Municipal Code and applicable ordinances with respect to erosion, sediment, and hazardous material control.
10. The CCP must be prepared to correct any violations.
11. Correct any violations.
12. Violations.

## 5 Steps to Pollution Prevention

1. Be aware of potential pollution sources.
2. Look for signs of pollution.
3. Refer to the City of San Diego Municipal Code and applicable ordinances with respect to erosion, sediment, and hazardous material control.
4. Check for compliance.
5. Challenge any violations.

Attachment #1



THE CITY OF

SAN DIEGO

9485 Aero Drive M.S. 18  
San Diego, California 92123  
Telephone (858) 627-3200 Fax: (858) 627-3297  
Engineering and Capital Projects: Field Engineering Division

SAMPLE

## CONSTRUCTION SITE / STORM WATER INSPECTION CHECKLIST

Inspection Description:	Precon <input type="checkbox"/>	Initial <input type="checkbox"/>	Revisit <input type="checkbox"/>
Storm Inspection Type:	None <input type="checkbox"/>	Pre- <input type="checkbox"/>	SWAT Event <input type="checkbox"/> Post <input type="checkbox"/>
Inspected By:	Date:	Time:	
Project:	W.O. #:		
Name of Contractor's 24-Hour Site Contact:		Phone:	

## DEFINITIONS:

SWPPP: Storm Water Pollution Prevention Plan (> 5 acres) WPCP: Water Pollution Control Program (< 5 acres)  
BMP: Best Management Practice NPDES: National Pollutant Discharge Elimination System

Check (✓) box "Yes" or "No" or "N/A". If there are comments, check (✓) box "Comment"

YES NO N/A COMMENT

## PRECONSTRUCTION

- |                          |                          |                          |                          |  |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Is there a SWPPP filed and available on-site?                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Are there Sensitive Environmental Resources to be shown on plans to be protected? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Does the Contractor have an ongoing NPDES Training Program?                       |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Does the Contractor have a Qualified Person to Monitor&Report on BMPs?            |

## CONSTRUCTION

- |                          |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Does the WPCP or SWPPP reflect current site conditions?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Are all BMPs identified on the WPCP or SWPPP installed in the proper location, in accordance to the specifications, and functioning properly?                                    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. If required, are Dry Season Preparation adequate? (e.g.: Able to Implement Quickly, Materials On-Site or Close, Contractor is Monitoring Weather, Perimeter Protection in Place) |



Affidavit of Legal Disposal

- Green Book Section 7-8.1.1: As a condition of final payment, the contractor shall submit a signed and notarized affidavit stating that brush, debris, trash, and surplus materials resulting from the project have been disposed of in a legal manner.

AFFIDAVIT OF DISPOSAL	
<p>WHEREAS, on the _____ day of _____, 2001, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for _____</p> <p>_____</p> <p>(Name of Project)</p> <p>as particularly described in said contract and identified as Bid No. _____ and Work Order No. _____; and</p> <p>WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and</p> <p>WHEREAS, said contract has been completed and all surplus materials disposed of:</p> <p>NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s) _____ and that they have been disposed of according to all applicable laws and regulations.</p> <p>Dated this _____ day of _____, 2001.</p> <p>_____ Contractor</p> <p>By: _____</p> <p>ATTEST:</p> <p>STATE OF _____</p> <p>COUNTY OF _____</p> <div>A Sample of an Affidavit</div> <p>On this _____ day of _____, 2001, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.</p> <p>_____ Notary Public in and for said County and State</p> <p>E-1</p>	



#### Sanitation

- Green Book Section 7-8.4: The contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work.

#### Temporary Light, Power and Water

- Green Book Section 7-8.5: The contractor shall furnish the necessary light, water and power to complete the job unless noted otherwise.

#### Protection & Restoration of New/Existing Improvements

- Green Book Section 4-1.2: The contractor is responsible to adequately protect new and existing work.
- Green Book Section 7-9: The contractor shall be responsible for any public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

#### Historic Stamps

- Please be aware that the plans and specifications show where these items are in the curbs, sidewalks and ramps. Every effort shall be made to preserve and/or relocate them.



### Survey Monuments

- The contractor shall protect survey monuments that may exist in the sidewalks, ramps, streets, or center of streets. If requested, the City will tie-out monuments to protect their integrity as part of the project staking (City projects only). However, failure to call and obtain this service resulting in destroyed monuments will require the contractor to hire a private CA Licensed Surveyor to reinstall it at the contractor's expense.


### Trench Work and Plates

- Per Green Book Section 306-1.1.2: For prefabricated pipe, the maximum length of pipe that can be laid at one time is 500 ft. or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is greater.
- Per Green Book Section 7-10.4.1: No open trenches shall be allowed overnight or during non-working hours unless prior written approval is received from the City.

### Traffic Control/Permits

- If traffic control drawings are not part of the plans:
  - Contractor shall design and submit traffic control shop drawings for approval
- If traffic control drawings are part of the plans:
  - Contractor shall submit these pre-approved drawings and obtain a permit.
- Permits for Capital Projects are done through Transportation and Drainage Design Division.

NOTE: Permit fees for City projects are waived.

 <b>TRANSPORTATION &amp; DRAINAGE DESIGN DIVISION</b>		City Stamp
<b>Traffic Control Permit</b>		Permit not valid without City Engineer's stamp
PROJECT TITLE: _____		
CONTRACTOR: _____		
OFFICE CONTACT: _____	PHONE #: _____	
SUPERINTENDENT: _____	PHONE #: _____	
24 HOUR EMERGENCY PHONE #: _____	FAX #: _____	
WORK ORDER #: _____	DRAWING #: _____	TCP SHEETS: _____
MULTIPLE LISTING PAGES ATTACHED: _____		
LOCATION: _____ THOMAS BROS. INDEX - PAGE # _____		
BETWEEN: _____ AND _____		
RESIDENT ENGINEER: _____ PHONE #: _____		
<b>WORK DATES:</b> START: _____ END: _____		
<b>WORK HOURS:</b> START: _____ <sup>AM</sup> END: _____ <sup>PM</sup> <input type="checkbox"/> CONTINUOUS		
<b>WORK DAYS: MONDAY THROUGH FRIDAY</b> (NO WORK ON SATURDAYS, SUNDAYS OR HOLIDAYS) (NO WORK BEFORE 8:30 a.m. OR AFTER 3:30 p.m.) (WORK PERFORMED BETWEEN 7:00 p.m. AND 7:00 a.m.)		
TYPE OF WORK: <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> STREET CLOSURE <input type="checkbox"/> PARKING LANE <input type="checkbox"/> DETOUR		
COMMENTS: _____		
CITY TRAFFIC CONTROL CONTACT: (NAME) _____ (PHONE) _____		<input type="checkbox"/> SIGNATURE AND WET STAMP REQUIRED APPLICANT IS RESPONSIBLE FOR FULL AND COMPLETE REPRESENTATION OF THE ACTUAL ROAD CONDITIONS SHOWN ON THIS PLAN INCLUDING, BUT NOT LIMITED TO EXISTING STRIPPING, SIGNING, MARKINGS AND SIDEWALKS.  (PRINTED NAME) _____ (PHONE) _____  (SIGNATURE) _____ (DATE) _____ AGENT OF: <input type="checkbox"/> OWNER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SIGNMAN/CAD COMPANY
PERMIT APPROVED BY: (NAME) _____ (PHONE) _____		
(SIGNATURE) _____		
<input type="checkbox"/> PERMIT EXTENSION (Must be attached to original permit form)		

Rev: 09-04-1998

Traffic Control Plan Modification Request Sample





#### Staging Area

- Prior to the start of construction, the contractor shall obtain permission by the owner for any area being considered for storing of materials, equipments, staging, etc.
- In addition, the contractor shall obtain a permit from the Planning Department to ensure staging is a permitted use for the property.
- For the use of the street for any storage proposed, contractor shall submit for approval detailed plans showing the location of any proposed temporary street storage for compliance to Green Book Section 7-10.2.

#### Water Usage

- Per Green Book Section 7-15: The contractor shall purchase all water required for construction, including water used for initial filling and final flushing of a new pipeline (and in the event of a fire).

#### Project Close-Out Definitions

- Substantial Completion means the project can be used for its intended purpose with the exception of “minor” punchlist items.
- **Punchlist** is a list of items requiring corrective work in order to comply with the contract.
- Notice of Completion (NOC) is the document recorded by the City to record the project as 100% complete and the contractor has completed their contractual obligations. Its recordation date stipulates the date the warrantee and stop notice periods commence.

#### Project Close-out Procedure

- The contractor notifies the City that work is complete and requests a walkthrough.
- The City evaluates requests and if agrees the work is substantially complete, organizes a walkthrough.
  - Walk-through attendees are typically:
    - Operations and maintenance staff
    - Contractor
    - Consultants, Project Managers, Designers
    - Landscape advisor staff
    - Client departments.
- The City will compile the remarks from the walkthrough attendees and provide an official list for the contractor.
- The City may add to the list if items are found that are not completed-we try to avoid this as much as possible, but must ensure compliance.

Note: If the list becomes so burdensome to compile due to an overwhelming number of items, the City may cancel the walkthrough.

- Timeframe for the City to *compile* a punchlist is typically 13 working days to complete and submit;
- Timeframe for a contractor to *complete* a punchlist is typically 20 working days.

AND ACCEPTANCE				Standard Notice of Completion (NOC) Form	
After recording mail to: City Clerk City of San Diego Mail Station 2A Attn: Processing Clerk				DRAFT	
(SPACE ABOVE THIS LINE FOR RECORDER'S USE)					
DEPARTMENT RECOMMENDING ACCEPTANCE _____					
NAME AND ADDRESS OF THE CONTRACTOR _____					
NAME AND ADDRESS OF THE CONTRACTOR'S SURETY AND ALL BOND NUMBERS HEREIN RELEASED _____					
PROJECT TITLE, STREET ADDRESS AND LEGAL DESCRIPTION SUFFICIENT FOR IDENTIFICATION _____					
1. BID NUMBER	2. PURCHASE ORDER NO.	3. JOB ORDER NUMBER	4. CONTRACT AWARD BY  <input type="checkbox"/> COUNCIL <input type="checkbox"/> MANAGER		5. RESOLUTION NUMBER/ MANAGER ACTION NUMBER
6. RECOMMENDATION OF ACCEPTANCE					
RESIDENT ENGINEER		BY AREA SUPERVISOR		BY DIVISION HEAD	
			DEPARTMENT NAME _____		
			BY DEPARTMENT HEAD _____		
1. ACCEPTANCE					TIME STAMP – CITY CLERK
The City of San Diego hereby accepts the foregoing work of improvement as of:  Date _____  STATE OF CALIFORNIA    ) ) ss COUNTY OF SAN DIEGO    )					
The undersigned, being duly sworn, deposes and says that he is authorized by the City Manager of the City of San Diego, and makes this verification on behalf of said City; that the City of San Diego is the owner of the property or improvement described in the foregoing notice; that he has read the same and knows the contents thereof; that he accepts the foregoing work of improvement as complete; and that the same is true of his own knowledge.					
Subscribed and sworn to before me					
this _____ day of _____ 19____ By _____ <div style="text-align: right; font-size: 0.8em;">DEPARTMENT DIRECTOR</div>					
CHARLES G. ABDELNOUR, City Clerk  By _____ <div style="text-align: right; font-size: 0.8em;">DEPUTY</div>					
Date recorded with County Recorder _____					
<div style="display: flex; justify-content: space-between;"> <div style="font-size: 0.8em;"> <b>INSTRUCTIONS:</b>            1. ITEMS 1 THROUGH 10 TO BE COMPLETED IN SEXTUPLICATE BY THE DEPARTMENT RECOMMENDING ACCEPTANCE OF A WORK OF IMPROVEMENT.            2. A LOCATION MAP IS TO BE ATTACHED TO THIS FORM BY THE RECOMMENDING DEPARTMENT.         </div> <div style="border: 1px solid black; padding: 5px; font-weight: bold;">NO CARBON REQUIRED</div> </div>					



#### Liquidated Damages (LDs)

- LDs are \$500/calendar day per Green Book or as stipulated in the contract documents.
- LDs will be assessed when the contractor does not complete work within the contract time.
- LDs can continue through substantial completion to final completion.

#### Warranty and Guarantee

- Green Book Section 6-8: All work shall have a one year warrantee from the date of official acceptance from the City.

#### Progress Payments

- The contractor is paid on a monthly basis on a date and time that is mutually agreed upon.
- The contractor submits a draft estimate which is discussed and confirmed by the City:
  - For unit prices, take offs are established as method of payment;
  - For lump sum, a schedule of values is used and a percentage of work completed is agreed to.
- Upon agreement of the scope performed, the contractor submits a final copy of the billing to the City.

NOTE: Minor Construction Contracts under \$100,000 will receive weekly progress payments.



- Green Book Section 9-3.1: "Payment to the contractor will be made only for the actual quantities of contract items constructed in accordance with the Plans and Specifications."
- There are times when materials can be paid for in advance. This is on large projects and is outlined in the contract documents for that project.
- The City requires certain documents prior to payment :
  - proof of updates to the as-builts;
  - submittal of updated schedules;
  - submittal of EOCP paperwork.
- Progress payments have 10% withheld as either:
  - a retention account by the City, or;
  - an escrow account held jointly by City and the contractor.
- At 50% project completion, the contractor may request a reduction of the 10% withholding to 5% at the City's discretion.
  - Reasons to not allow reduction:
    - Unusually high stop notices;
    - Unusual number of substitutions of subcontractors;
    - Labor disputes, wage issues;
    - Project is behind schedule with no reasonable explanation;
    - The project security is in question.
  - As the project continues, the 10% reduction to 5% may occur, even if originally not approved.

### Final Payments

- The contractor will be paid for the work, minus the retention, when the work is 100% complete provided all required paperwork is submitted.
- 1. Once the work is 100% complete, the City will issue a Notice of Completion (NOC);
- 2. The City will send the contractor a "Release of Claims" to return prior to retention release;
- 3. After the elapse of 35 calendar days, and if no stop notices are filed, retention will be released.

### A Sample of a Release of Claims Form

P.O.# KEYBOARD(PO NUMBER)

WHEREAS, heretofore on the KEYBOARD(DATE) day of KEYBOARD(MONTH, YEAR), the undersigned entered into and executed a certain Contract with The City of San Diego, a municipal corporation, whereby the undersigned as Contractor agreed to furnish and deliver to said City KEYBOARD(TITLE) as particularly described in said Contract, which said contract is on file in the office of the City Clerk of said City, bearing official Document No. KEYBOARD(RESO NUMBER OR WORK ORDER NUMBER); and

WHEREAS, said Contract has been completed to the satisfaction of the City Manager of said City, and said KEYBOARD(TITLE) has been accepted on behalf of said City, such acceptance being dated KEYBOARD(DATE); and

WHEREAS, under the terms of said Contract it is provided, among other things, that KEYBOARD(PERCENTAGE) percent of the total price to be paid shall not become due and payable until five days shall have elapsed after expiration of the period within which any lien may be filed under the provisions of Section 3082 ET SEQ. of The California Civil Code; and thereafter, final payment shall be made, at such time and in such manner as may be provided by law, of any balance due, including the percentage withheld, as above stated, or such portion thereof as may be due the Contractor.

NOW, THEREFORE, in consideration of the payment by The City of San Diego to said Contractor of the sum of KEYBOARD(AMOUNT)/100 Dollars, which is paid to and accepted by said Contractor as payment in full of all sums which may be due KEYBOARD(CONTRACTOR) under the terms of said Contract, and in further consideration of the sums previously paid to KEYBOARD(CONTRACTOR) under the terms of said Contract, the undersigned, Contractor under said contract, does hereby release and forever discharge The City of San Diego, a municipal corporation, and all officers, employees and agents of said City, from all Claims and demands now existing or hereafter arising under or by virtue of the said contract or any part thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

KEYBOARD(CONTRACTOR)  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

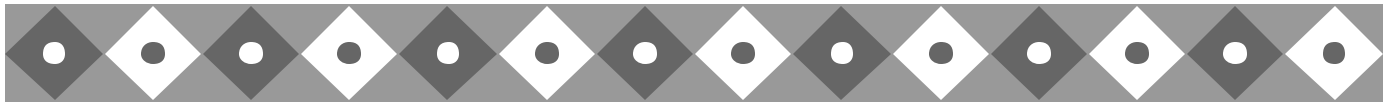
On this \_\_\_\_ day of \_\_\_\_\_, 2001, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_, and proved to me on the basis of satisfactory evidence to be an officer authorized to sign for the Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

\_\_\_\_\_  
Notary Public in and for said County and State

I HEREBY APPROVE the form of the foregoing Release of Claims, this \_\_\_\_ day of \_\_\_\_\_, 2001.

Casey Gwinn  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney



Note: For contracts under \$50,000 a NOC is not required, a release of claims will release the retention.

**"FINAL PAYMENT CHECKLIST"****A Sample of a Final Payment Checklist**

PROJECT \_\_\_\_\_ W.O.# \_\_\_\_\_

CHECK EACH OF THE FOLLOWING ITEMS WITH "YES OR "NA" (NOT APPLICABLE)

QUANTITIES CHECKED \_\_\_\_\_

WORK COMPLETED WITHIN CONTRACT TIME \_\_\_\_\_

AMOUNT OF RETENTION CHECKED \_\_\_\_\_

FORM 257 RECEIVED (PRIME CONTRACTOR) \_\_\_\_\_

(SUBCONTRACTORS) \_\_\_\_\_

CERTIFIED PAYROLLS RECEIVED \_\_\_\_\_

(PRIME CONTRACTOR) \_\_\_\_\_

(SUBCONTRACTORS) \_\_\_\_\_

CONTRACT COMPLETION DATE \_\_\_\_\_  
DATE"AS-BUILT" DRAWINGS SUBMITTED \_\_\_\_\_  
DATE"NOTICE OF COMPLETION" SUBMITTED \_\_\_\_\_  
DATE

AFFIDAVIT OF DISPOSAL \_\_\_\_\_

CONTRACTOR EVALUATION \_\_\_\_\_

CONTRACTOR NAME \_\_\_\_\_

PO# \_\_\_\_\_

**SUMMARY**

Original Contract Amount \$ \_\_\_\_\_

RESIDENT ENGINEER \_\_\_\_\_ DATE

**\*Added Work Amount** \$ \_\_\_\_\_  
(Added work means change in scope, work added after the award due to clients, community, Mayor, and Council request)

DISTRICT ENGINEER \_\_\_\_\_ DATE

**\*\*Real Change Order** \$ \_\_\_\_\_  
(Real Change Order means changes due to unforeseen condition and/or needed change to project plans)

CONSTRUCTION ENGINEER \_\_\_\_\_ DATE

Number of Change Orders \_\_\_\_\_

### Stop Notice Procedure

#### **How does the stop notice procedure work?**

- At the time of bid, the City receives a list of subcontractors from the Prime whose value of work is more than one-half of one percent (0.5%).
- For listed and non-listed subcontractors, a stop notice form is to be filed with the City within 30 days of the NOC or cessation of work.
- For non-listed subcontractors, proof of a direct contractual agreement between the prime and subcontractor shall be submitted in the absence of a preliminary stop notice.
- Preliminary stop notices must be filed within 20 days of completion of the service.

#### **What next?**

- The subcontractor may either work out the matter with the prime and send to the City a "Release the Stop Notice," or;
- File a suit in court to resolve the matter. This is termed, "perfecting the stop notice." In this case, the City will hold the funds until the courts advise;
- If neither of the two above are done, after 120 calendar days from the NOC recordation date/cessation of work, the stop notice becomes void.

#### **What is the City's Stop Work Policy?**

-



## A Sample of a Stop Notice

(Address)  
 (If Private Job — file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner — CIVIL CODE SECTIONS 3156 - 3175)  
 (If Public Job — file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract — CIVIL CODE SECTIONS 3179 - 3214)

Prime Contractor: \_\_\_\_\_

Sub Contractor (If Any) \_\_\_\_\_

Owner or Public Body: City of San Diego

Improvement known as \_\_\_\_\_  
 (Name and address of project or work of improvement)

in the City of San Diego, County of San Diego,  
 State of California.

\_\_\_\_\_, Claimant, a \_\_\_\_\_  
 (Claimant) (Corporation/Partnership/Sole Proprietorship)  
 furnished certain labor, service, equipment or materials used in the above described work of improvement.  
 The name of the person or company by whom claimant was employed or to whom claimant furnished labor,  
 service, equipment, or materials is \_\_\_\_\_  
 (Name of Subcontractor/Contractor/Owner-Builder)

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was  
paving materials.

\_\_\_\_\_  
 (Describe in detail)  
 Total value of labor, service, equipment, or materials agreed to be furnished..... \$ \_\_\_\_\_

Total value of labor, service, equipment, or materials actually furnished is..... \$ \_\_\_\_\_

Credit for materials returned, if any..... \$ \_\_\_\_\_

Amount paid on account, if any..... \$ \_\_\_\_\_

Amount due after deducting all just credits and offsets..... \$ \_\_\_\_\_

**YOU ARE HEREBY NOTIFIED** to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ \_\_\_\_\_ and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 3083) \_\_\_\_\_ attached. (Bond required with Stop  
 (is/is not)

Notice served on construction lender on private jobs — bond not required on public jobs or on Stop Notice served on owner on private jobs).

Date \_\_\_\_\_ Name of Claimant \_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_  
 (Mailing Address)

By \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Official Capacity)

## VERIFICATION

I, the undersigned, state: I am the \_\_\_\_\_  
 ("Agent of", "President of", "A Partner of", "Owner of", etc.)  
 the claimant named in the foregoing Stop Notice; I have read said claim of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_,  
 State of \_\_\_\_\_

\_\_\_\_\_  
 (Signature of Claimant or Authorized Representative)

REQUEST FOR NOTICE OF ELECTION  
 (Private Works Only)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code




#### What can hold up my payment?

- LDs may be withheld for delivering a project behind schedule.
- Retention withholdings (10% or 5%).
- Stop Notices that are in addition to those above and are 125% of the claimed amount.
- There are times, when retention funds are all that is left in a project towards the end of the contract and they are utilized to cover stop notices.

#### Contractor's Performance Evaluation

- All prime contractors are evaluated at the end of the project on factors such as those shown on next page.
- All contractors receive a copy for their files and have the right to appeal their rating.
- The City uses this form to track the performance of contractors over time.
- Information contained in the evaluations may be used to determine a contractor's ability to perform on future projects.



**CITY OF SAN DIEGO**  
**CONTRACTOR PERFORMANCE EVALUATION FORM**

Date: \_\_\_\_\_

☐ INTERIM REPORT: ☐ 50% ☐ 60% steps in contract \_\_\_\_\_ working calendar.

☐ FINAL REPORT: Submitted at completion of a \_\_\_\_\_ ☐ working day ☐ calendar day contract.

TITLE OF CONTRACT: \_\_\_\_\_

CONTRACT AMOUNT (ORIGINAL / FINAL): \_\_\_\_\_ / \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

FIRM ADDRESS: \_\_\_\_\_

CONTRACTOR REPRESENTATIVE'S NAME: \_\_\_\_\_

CONTRACTOR SUPERINTENDENT'S NAME: \_\_\_\_\_

CONTRACTOR FOREMAN'S NAME: \_\_\_\_\_

WORK ORDER NUMBER: \_\_\_\_\_ BID NUMBER: K. \_\_\_\_\_

**TYPE OF WORK** (CHECK ALL THAT APPLY):

TREATMENT PLANT	<input type="checkbox"/>	PUMP STATION	<input type="checkbox"/>	SEWER MAIN	<input type="checkbox"/>	STORM DRAIN	<input type="checkbox"/>
WATER MAIN	<input type="checkbox"/>	FLOOD CONTROL	<input type="checkbox"/>	INVT. MITIGATION	<input type="checkbox"/>	BRIDGE	<input type="checkbox"/>
STREETS/HIGHWAYS	<input type="checkbox"/>	TRAFFIC SIGNAL	<input type="checkbox"/>	STREET LIGHTS	<input type="checkbox"/>	PARK	<input type="checkbox"/>
BUILDING (SPECIFY) _____		PIPING SYSTEM (SPECIFY) _____		OTHER (SPECIFY) _____			

This evaluation represents the conclusions of the City of San Diego, prepared by City staff in the course of their official duties. The contractor may agree with or dispute the contents and conclusions of this evaluation. Anyone not affiliated with the City of San Diego should conduct his or her own investigation to confirm or dispel the conclusions expressed herein.

Date: \_\_\_\_\_  
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Above Satisfactory  
Needs Improvement  
Yes  
Not Applicable

endent  
☐ U

If Q, N, I or U is checked explanation on attached sheet(s) is required.  
Experience / Knowledge of contractor's Foreman  
☐ O ☐ A S ☐ S ☐ N I ☐ U  
If Q, N, I or U is checked explanation on attached sheet(s) is required.  
Experience / Knowledge of contractor's crew  
☐ O ☐ A S ☐ S ☐ N I ☐ U  
If Q, N, I or U is checked explanation on attached sheet(s) is required.  
Was the contractor's staffing level adequate for the proper execution of the work?  
☐ Y ☐ N ☐ See comments on attached sheet(s).

The contractor's overall rating for Section 1 is (check one):  
☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unacceptable

If Outstanding, Needs Improvement or Unacceptable is checked explanation above and/or on attached sheet(s) is required.

**2. CONTRACT DOCUMENTS**

a. Contractor's familiarity with the Contract Documents  
☐ O ☐ A S ☐ S ☐ N I ☐ U  
 If Q, N, I or U is checked explanation on attached sheet(s) is required.

b. Did the Contractor notify the Resident Engineer of any potential problems, including conflicts or deficiencies in the plans and specifications, before performing work?  
☐ Y ☐ N ☐ N A ☐ See comments on attached sheet(s).

The contractor's overall rating for Section 2 is (check one):  
☐ Outstanding ☐ Above Satisfactory ☐ Satisfactory ☐ Needs Improvement ☐ Unacceptable

If Outstanding, Needs Improvement or Unacceptable is checked explanation above and/or on attached sheet(s) is required.

A Sample of Evaluation

## Useful Contacts at the City of San Diego

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Frank Romero, Contracts Administrator  
Engineering and Capital Projects  
619-533-4462

Glenn Meyer, Contracts Specialist  
Metropolitan Wastewater Department  
858-292-6319

Richard Calvi, Contracts Specialist  
Water Department  
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Karen Campos, Administrator  
Minor Construction Program  
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Tom Elder  
Traffic Control  
619-533-3023

For reprints, corrections and additions to this booklet, please  
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Connie Chai  
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The information contained in this publication is available in other formats upon request.

